

Tit. 2 § 35. But singular Successors to Expired Appraisings, are not
 wronged by their Ancestors back bonds or Discharges, nor Renounce^{ment} before
 their Infestment. Stair ibid. Tit. 1 § 21. If any appriser infest in
 the Lands with Consent only to a Right of a part of them made by the Debtor
 and he after ward denuded by apprising or Disposition, the Consent was
 not Nullitate against the singular Successors; because it is not habitable
 to Denude the Consenter, and is not upon Record; but it would signify
 before, than after Expiring of the Legal. Stuart answers to Dirlet ^{Tit. 2}
 § 35. Comprising. Having in the former the effect of a Renunciation
 in the latter of the Nature of a Disposition. The first effectual act
 by Infestment or Charging the Superior, cannot Renounce this ad-
 judication simply to the prejudice of Judications within Year and a Day
 his Decree, but only for his own Share, and tho he more paid, or
 paid by his Intromission, the adjudication stands good for his
 Adjudgers, who may fall for production and justice transumps to have
 because it is the Common Evident of them all, as if their Debt were
 contained therein Stair lib. 4 Tit. 35 § 25. The Lord Dirleton ^{Stair}
 § 35. Comprising holds a discharge within the legal sufficient
 to Extinguish an Apprising without Infestment; but that an In-
 festment with Infestment must be taken away at least by a
 Renunciation Registered in the Register of Reversions. But Sir
 Stuart (answers ibid.) thinks, that an apprising whether Infest-
 ment followed upon it or not, may during the legal be Extinguished
 by a discharge, or any bare Receipt of the Money or any Manner of
 payment. Again, Appraisings or Adjudications are Extinguished
 the legal, by the Creditors Intromission with the Deuts. For the
 Special Adjudgers enjoy these in Lieu of their Annual rents, yet
 Appraisings and General Adjudications are Extinguished by the Creditors
 uplifting Maits and Duties to the Extent of all that is due to him
 lib. 3 Tit. 2 § 31 lib. 4 Tit. 5 § 12. And he must hold count for his
 Intromissions with Victual according to the Sheriff Friars Act 17
 23 § 6. The Henric on Dec 7. Year an Apprising was found Ex-
 tinguished by his Intromission to whom the Appriser granted bond, declar-
 ing the Apprising to be to his behoof, in prejudice of a singular Successor
 who thereafter obtained a Disposition and Infestment upon the
 Apprisers Resignation 22 July 1670 Kennedy contra Cunningham James
 Wallaces An Appriser having at several times appraised for dif-
 ferent Sums, and entred to Possession by the first Apprising before
 the second was made; his Intromissions were found Imputable

the first apprising primo loco 14 January 1669 M. Henric contra Lofaber
 cause he could not Invert the title of his possession to Another's prejudice.
 And as the first apprising was prior jure, and would Exclude the other did
 it belong to a Different person; do then both are in one person, the
 first is durior fact, in respect it would first Expire; and in debito
 Solutio est supradanda in Danonem for some besides the first apprising
 carries the Right of property and the bond only the Reversion of the
 Rent of the Lands Intromitted with by an appriser Exceed the annual
 Rent of his Sums appraised for, he must stipulate the Superior and in pay-
 ment of the Principal sum pursuant to Act 6 Par. 23 § 6. In apprising
 was found not distinct by Intromission where the appriser paid to his
 Debtor the Receipt of the Rent above the annual Rent before he had
 of another apprising 21 Decem. 1675 Lark contra Lark for an
 Apprising he had against a Minor, or a Minor have Right to the Re-
 version by Intending to the Debtor, the Superior must stipulate the
 Superior and Rent of the Land during Intromission course of the debt
 minority of 21 Years of age, and claim only his Annual Rent the
 his legal he Expire Act 10 Par. 1 § 2. Ch. 2. So that deced a
 Minor have Power of Redemtion till he be 21 Years of age, yet
 the benefit of the Appriser's Intromission is a bare Rent satisfied his
 Annualment is competent to the Minor only till his age of 21 Years;
 and the whole Maits and Duties of the lands appraised for the 20
 years four Years being to the appriser, without his being obliged
 to stipulate any part thereof to Extinguish his Intromission. An
 Apprising required by the Debtors Appraisal heirs, was found satis-
 fied by Intromission within 10 Years from the time the Acquisition
 was made publick, or Intromission after Slapling thereof; a Chur-
 mons of Declarator Concluding Satisfaction by Intromission and
 offering to pay the Remainder after Count and Renounce, was
 commenced within the 10 Years 26 June 1677 Linnard contra Gordon
 Appraisings or Adjudications within the legal are Extinguished
 by payment or Acknowledgement of payment, or by Compensation
 when the Appriser or Adjudger becomes Debtor to him whose
 lands are adjudged in a Liquid sum, whether the Infestment
 hath followed upon the Adjudication or not Stuart answers to
 Dirlet. Doubts ^{Tit. 2} § 35. Comprising. But a Comprising was not
 found Extinguished or just from by a second Comprising for
 the same and other debts at the same Creditors Instance 14
 Decem. 1621 L. Gaudon contra Benner ^{Tit. 2} § 35. Appraisings
 within the legal are Extinguished by Payment, Intromission
 Compensation or other ways in Manner afore said, without
 necessity of Renunciation Resignation or Redemtion 25 July 1666